



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

SteppingStone Industries, Inc.  
Attn: Glenda Gail Parker  
5904 Mt. Eagle Drive, # 1118  
Alexandria, VA 22303

**AUG 13 2015**

RE: MUR 6681

Dear Ms. Parker:

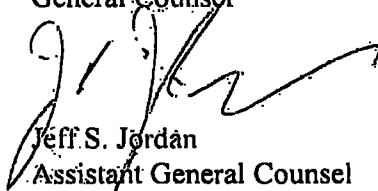
On November 7, 2012, the Federal Election Commission notified you, as an agent of SteppingStone Industries, Inc., of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). On August 11, 2015, the Commission decided to dismiss the matter as to SteppingStone Industries, Inc. Accordingly, the Commission closed its file in this matter on August 11, 2015.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66,132 (Dec. 14, 2009). The Factual and Legal Analysis, which explains the Commission's finding, is enclosed for your information.

If you have any questions, please contact Donald E. Campbell, the attorney assigned to this matter, at (202) 694-1650.

Sincerely,

General Counsel

BY:   
Jeff S. Jordan  
Assistant General Counsel  
Complaints Examination and  
Legal Administration

Enclosure  
Factual and Legal Analysis

**FEDERAL ELECTION COMMISSION**

**FACTUAL AND LEGAL ANALYSIS**

RESPONDENTS: Jill Stein for President  
and James Moran, as Treasurer  
Green Party of Virginia Federal PAC  
and Kirit Mookerjee, as Treasurer  
SteppingStone Industries, Inc.

MUR 6681

**I. INTRODUCTION**

This matter was generated by a complaint alleging violations of the Federal Election Campaign Act of 1971, as amended ("the Act") and Commission regulations by Jill Stein for President and James Moran, in his official capacity as treasurer (the "Stein Committee"); the Green Party of Virginia Federal PAC and Kirit Mookerjee, in his official capacity as treasurer ("GPVA"); and SteppingStone Industries, Inc. ("SSI"). It was scored as a low-rated matter under the Enforcement Priority System, by which the Commission uses formal scoring criteria as a basis to allocate its resources and decide which matters to pursue.

**II. FACTUAL AND LEGAL ANALYSIS**

**A. Factual Background**

Complainant Glenda Gail Parker alleges that GPVA and the Stein Committee<sup>1</sup> violated 52 U.S.C. § 30118(a) by knowingly accepting \$7,755 in prohibited in-kind corporate contributions from Parker's company, SSI.<sup>2</sup> Compl. at 3. Parker alleges that between March 2012 and July 2012, she (acting through SSI) collected signatures to help Jill Stein gain access to the Virginia ballot as a Green Party presidential candidate. *Id.* at 1-2. Parker states that she

<sup>1</sup> The Stein Committee is the principal campaign committee of Jill Stein, unsuccessful Green Party candidate for President in 2012.

<sup>2</sup> SteppingStone Industries, Inc. is registered as a corporation with the Commonwealth of Virginia. The registered agent is Glenda Gail Parker. See <https://sccefile.scc.virginia.gov/Business/05604566>.

1 advised GPVA of these petitioning efforts and that she “provided signature count by  
2 Congressional District as requested by [GPVA Committee Chair] Tom [Yager].” *Id.* at 2, Ex. 3.  
3 She acknowledges that “[a]n agreement was never finalized with the Stein campaign,” but that  
4 email correspondence with a representative of GPVA “led [her] to believe” she could expect  
5 payment for her petitioning efforts. *Id.* at 2. According to Parker, SSI provided GPVA and the  
6 Stein Committee with an invoice for \$7,755 for the collection of 2,650 signatures for Stein’s  
7 ballot access, but she was told that “neither [GPVA nor the Stein Committee] expects to pay  
8 [her] for this work.” *Id.* Parker contends that the absence of payment for her petitioning services  
9 through SSI constitutes an “unwilling” excessive in-kind corporate contribution from SSI to the  
10 Stein Committee, in violation of 52 U.S.C. §§ 30116(a)(1) and § 30118(a). *Id.* at 3.

11 The Stein Committee states that it was never Parker’s or SSI’s client; that Parker was not  
12 contracted for her services, which the Stein Committee states it “neither wanted nor agreed to”;  
13 and that Parker’s petitioning efforts were unsolicited. Stein Committee Resp. at 1, 3. Attached  
14 to the Stein Committee’s Response is apparent email correspondence between the associate  
15 campaign manager of the Stein Committee, Erika Wolf, and Parker, in which Wolf states that the  
16 Stein Committee did not contract with Parker or SSI for petitioning work, and that if an  
17 understanding had been reached between Parker and GPVA, it was not authorized by the Stein  
18 Committee. *Id.*, Attach.<sup>3</sup>

19 GPVA responded that “[n]either the Stein campaign nor the GPVA . . . ever entered into  
20 an agreement or contracted to purchase Parker’s signatures,” and in the absence of such a

<sup>3</sup> The Stein Committee Response includes a copy of a letter from the Stein Committee to Parker, signed by Wolf and dated September 19, 2012, which states that the Stein Committee “never entered into any sort of agreement, written or verbal, confirming payment for any services with [Parker] or [SSI],” that the Committee “consider[ed] this matter to be closed and our balance with [Parker] and [SSI] to be \$0.00.” Stein Committee Resp. at 7.

1 contract, Parker's "independent" petitioning efforts amount to "a volunteer contribution of time  
2 and labor," not services for which she could expect compensation. GPVA Resp. at 1. GPVA  
3 acknowledges that certain of its officers exchanged email communications with Parker and  
4 accepted Parker's signatures (on behalf of Stein), but maintains that it did not enter into a  
5 contract with Parker because the parties could not agree on a price for Parker's services. *Id.* at 1-  
6 2; Attach.

7 Finally, SSI (through Parker) also submitted a response to Parker's Complaint, stating  
8 that the \$7,755 allegedly incurred by the Stein Committee does not represent an [in-kind]  
9 contribution from SSI to the Stein campaign, but rather is the total charge for "services that were  
10 provided in good faith." SSI Resp. at 1.

11 **A. Legal Analysis**

12 The Complaint alleges that GPVA and the Stein Committee failed to compensate SSI for  
13 claimed services to the campaign for which SSI expected to be paid. This alleged failure to pay  
14 creates the question as to whether a debt dispute existed between the parties.

15 The Act and Commission regulations require political committees to continuously report  
16 the amount and nature of outstanding debts until those debts are extinguished. 52 U.S.C.  
17 § 30104(b)(8); 11 C.F.R. §§ 104.3(d), 104.11(a)-(b). This reporting requirement applies both to  
18 "estimated debts," *see* 11 C.F.R. § 104.11(b), and "disputed debts," *see id.* § 116.10(a). A  
19 "disputed debt" is "an actual or potential debt or obligation owed by a political committee,  
20 including an obligation arising from a written contract, promise or agreement to make an  
21 expenditure, where there is a bona fide disagreement between the creditor and the political  
22 committee as to the existence or amount of the obligation owed by the political committee." 11

1 C.F.R. § 116.1(d).<sup>4</sup> If a “disputed debt” exists, the political committee must report the disputed  
2 debt if the creditor has provided “something of value” to the political committee. *id.* § 116.10(a).

3 Parker, the Stein Committee, and GPVA indicated that there was never any agreement  
4 with the Stein Committee for Parker’s petitioning services. The available information indicates  
5 that Parker may have “provided something of value” to GPVA and the Stein Committee by  
6 collecting and submitting the signatures for Stein’s ballot access.<sup>5</sup> But while there were initial  
7 negotiations between Parker and GPVA for petitioning services, there was no final agreement  
8 on a price for Parker’s services, nor any agreement that Parker would be paid at all, thus  
9 creating a question as to the existence of any debt. Under these circumstances and in light of  
10 the small amount at issue, the Commission exercises its prosecutorial discretion and dismisses  
11 the allegations that GPVA and the Stein Committee violated 52 U.S.C. §§ 30118(a),  
12 30116(a)(1), and 30104(b)(8) or 11 C.F.R. §§ 104.3(d) and 104.11(a)-(b). *See Heckler v.*  
13 *Chaney*, 470 U.S. 821 (1985). Furthermore, to the extent that the Complaint includes a *sua*  
14 *sponte* admission of a possible unintentional violation of 52 U.S.C. §§ 30116(a)(1) and  
15 30118(a) by SSI, the Commission exercises its prosecutorial discretion to dismiss because this  
16 matter appears to be, in essence, a debt dispute. *See id.*

<sup>4</sup> Until the dispute is resolved, the political committee must disclose any amounts paid to the creditor, any amount the political committee admits it owes, and the amount the creditor claims is owed. 11 C.F.R. § 116.10(a).

<sup>5</sup> *See* 11 C.F.R. § 116.10(a).